

**THE JOHN A. DOE AND JANE B. DOE  
REVOCABLE LIVING TRUST AGREEMENT**

**DATED: \_\_\_\_\_, \_\_\_\_\_**

**BETWEEN: JOHN A. DOE AND JANE B. DOE,  
AS TRUSTORS**

**AND: JOHN A. DOE AND JANE B. DOE,  
AS TRUSTEES**

**JOHN A. DOE AND JANE B. DOE, residents of the State of Texas, County of  
Anycounty, hereby establish a Trust upon the conditions and for the purposes hereafter set forth.**

**ARTICLE ONE**

**Section 1.01. Trust Estate Defined**

This Revocable Trust is formed to hold title to real and personal property for the benefit of the Trustors of this Trust and to provide for the orderly use and transfer of these assets upon the death of the Trustors. The "Trust Estate" is defined as all property, transferred or conveyed to and received by the Trustee, held pursuant to the terms of this instrument. The Trustee is required to hold, administer, and distribute this property as provided in this Trust Agreement.

**Section 1.02. Definitions**

As used in this Trust Agreement,

- a) The term "husband" shall mean **JOHN A. DOE.**
- b) The term "wife" shall mean **JANE B. DOE.**
- c) The term "Trustor" shall refer individually and collectively to Husband and Wife.
- d) The term "descendant" shall mean the lawful issue of a deceased parent in the line of descent but does not include the issue of any parent who is a descendant of the deceased person in question and is living at the time in question.

- e) The terms "child" and "descendant" include any issue born to decedent or legally adopted by the decedent or a posthumous child of a decedent, and a posthumous child is to be considered as living at the time of his parent's death.
- f) The term "survives" or "surviving", unless otherwise indicated herein, shall be construed to mean surviving the decedent for at least sixty (60) days. If the person referred to dies within sixty (60) days of the death of the decedent, the reference to him or her will be construed as if he or she had failed to survive the decedent; provided, however, that any such person will have during such period the right to the use and the enjoyment as a life tenant of all property in which his or her interest will fail by reason of death during such period.
- g) The term "issue" will include all natural and adopted children and descendants and those legally adopted into the line of descent.
- h) The term "per stirpes" means strict per stirpes and does not mean per capita with representation. Beneficiaries entitled to take under a "per stirpes" clause will include both natural and adopted children and their descendants.
- i) The terms "Trust Assets" and "Trust Estate" include all assets of any trust created hereunder and income derived from such assets and all proceeds of any description derived from the sale, exchange or other disposition of such assets.
- j) When required to give reasonable effect to the context in which used, pronouns in the masculine, feminine or neuter gender include each other, and nouns and pronouns in the plural or singular number include each other.

### Section 1.03. Trustee Designation

Husband and wife are hereby designated as Co-Trustees. The Co-Trustees shall serve jointly and severally and either shall have full authority to act for the Trust independently. Should either husband or wife become unable because of death, incapacity, or other cause, to serve as a Co-Trustee, or should either resign as Co-Trustee before the natural termination of this Trust, the remaining Co-Trustee, husband or wife, shall thereafter serve as sole Trustee. The term "Trustee" as used in this Trust Agreement shall refer collectively to husband and wife so long as they serve as Co-Trustees, to the spouse who serves as the sole Trustee, and/or to any successor Trustee who

assumes the role of Trustee. These Trustees shall serve in the order as provided in Section 9.01. of this Trust Agreement.

**Section 1.04. Additions to Trust Properties**

- a) The Trustee, at any time during the continuance of this Trust in his or her sole discretion after consideration of the possible tax consequences to all concerned, is authorized to receive into the Trust additions of cash and other properties from any source whatsoever, whether by gift, will, or otherwise. However, the Trustee shall accept all assets which any person or persons may give, devise, or bequeath by Last Will and Testament to this Trust, and shall accept all assets transferred to this Trust pursuant to the provisions of any other Trust document or documents.
- b) In addition, any person or persons may designate this Trust as the Beneficiary, Primary or Contingent, of death benefits, whether insurance benefits, pension benefits, or other benefits. Until such benefits mature, the Trustee shall have no responsibility with respect to those benefits.

**Section 1.05. Apportionment**

The Trustee of the Trust is directed to apportion receipts and expenditures of the types described below between principal and income as follows:

- a) Whenever the principal, or any part thereof, of the trust property is invested in securities purchased at a premium or at a discount, any premium will be charged against principal and any discount will be credited to principal;
- b) Any stock dividends and rights to purchase additional stock issued on securities held in trust will be treated as principal, but all other dividends, except liquidating distributions, will be treated as income; and
- c) The amount of any applicable depletion allowance for federal income tax purposes will be treated as income.

**Section 1.06. Separate Property to Remain Separate**

All property that a Trustor transfers to the Trustee pursuant to this instrument which was community property, quasi-community property, or separate property at the time of the transfer shall remain, respectively community property, quasi-community property, or the separate property of the Trustor transferring such property to the Trust.

Community and quasi-community property transferred to the Trustee by the Trustors shall be their community property, and treated as such. This property, as invested and reinvested, together with the rents, issues and profits therefrom (hereinafter referred to as "the Community Estate" or the "Community Property") shall retain its character as community property during the joint lifetimes of the Trustors in spite of any change in the situs of the Trust, subject, however, to the provisions of this Agreement.

**Section 1.07. Discretionary Termination**

The Trustee may terminate any trust when, in the opinion of the Trustee, the principal is reduced to such an extent that it is not in the best interest of the Beneficiary or Beneficiaries to continue the trust. The judgment of the Trustee with respect to this decision to terminate will be final and not subject to judicial review. If the Trustee terminates a trust according to this Section, the date the trust terminates will be deemed the date fixed for termination of the trust, and the Trustee will distribute the assets of the terminating trust to the Beneficiary or Beneficiaries pursuant to this Agreement.

**Section 1.08. Amendment and Revocation**

At any time during the joint lives of the Trustors, jointly as to community property and individually as to separate property, the Trustors may, by a duly executed instrument filed with the Trustee:

- a) Amend this Trust Agreement in any manner; and/or
- b) Revoke this Trust Agreement in part or in whole. If the Trust Agreement is revoked in whole, the Trustee shall transfer title to all Trust property of every kind and description back into the individual names of the Trustors. The instrument of amendment or revocation shall be effective immediately upon its proper execution by the Trustors, but until a copy has been received by a Trustee, that Trustee shall not incur any liability or responsibility either (i) for failing to act in accordance with such instrument or (ii) for acting in accordance with the provisions of this Trust Agreement without regard to such instrument.

- c) Withdraw from the Trust Estate all or any part of the principal and accumulated income of the Trust to satisfy liabilities lawfully incurred in the administration of this Trust.

**Section 1.09. Revocation or Alteration by Trustor Alone**

The rights of revocation, withdrawal, alteration and amendment reserved in this Article must be exercised by the Trustor, and may not be exercised by any other person, including an agent, a guardian or a conservator.

**Section 1.10. Irrevocability**

Except as otherwise provided, on the death of either Trustor, the designation of Beneficiaries of specific gifts in this Trust shall become irrevocable, and not subject to amendment or modification.

**Section 1.11. Trustor Powers**

The surviving Trustor shall be the Trustee unless and until he or she resigns in writing, or is determined incompetent under the terms provided herein. The surviving Trustor shall retain all absolute rights to discharge or replace any successor Trustee of any portion or share of the Trust which is revocable by the surviving Trustor, so long as the Trustor is competent.

**Section 1.12. Catastrophic Illness**

If both Trustors are living and a catastrophic illness affects one of the Trustors, then the Trust Estate shall be divided into the separate property of the respective Trustors. Such division shall be made so as to preserve the Estate of the Trustor not so affected by the catastrophic illness. A catastrophic illness is one which is reasonably anticipated to extend for a period of six months or longer, and which renders the affected Trustor incompetent or in need of full time care.

If competent, a Trustor may make the determination to divide the Trust Estate in accordance with these provisions. If the Trustor affected by the catastrophic illness is not competent to manage his or her affairs, then the division shall be made by the person designated as the affected Trustor's Attorney-in-Fact in his or her Durable Power of Attorney, or by a court appointed conservator of the affected Trustor. The division of the property of the Trust Estate shall apportion to each Trustor his or her separate property and one-half of the community property. From and after the division, the share of the Trust Estate set aside for each Trustor shall be his or her sole and separate property for all purposes, and, if that property remains part of the Trust Estate, subject to the terms and conditions set forth within this Trust Agreement.

## ARTICLE TWO

### Section 2.01. Trust Income

During the joint lives of the Trustors, the Trustee shall at least annually, unless otherwise directed by both Trustors in writing, pay to or apply for the benefit of husband and wife, all of the net income from the Trust Estate in the same proportions as each of the spouse's respective interests in the Trust Estate.

### Section 2.02. Protection of Trustor in Event of Incapacity

During the joint lives of the Trustors, should either Trustor become incapacitated as defined in Section 2.03 below, the Trustee may, in the Trustee's absolute discretion, pay income and principal for the benefit of the incapacitated Trustor, and may pay to or apply for the benefit of that Trustor such sums from the net income and from the principal of the Trustor's separate Estate as the Trustee, in the Trustee's absolute discretion, believes is necessary or advisable for the medical care, comfortable maintenance, and welfare of the Trustor.

### Section 2.03. Incapacity

In the event that any Trustee or any Beneficiary hereunder comes into possession of any of the following:

- a) A jurisdictionally applicable court order holding the party to be legally incapacitated to act on his or her own behalf and appointing a guardian or conservator to act for him or her, or
- b) Written certificates which are duly executed, witnessed, and acknowledged of two licensed physicians, each certifying that the physician has examined the person and has concluded that, by reason of accident, mental deterioration, or other cause, such person has become incapacitated and can no longer act rationally and prudently in his or her own financial best interests, or
- c) Evidence which such Trustee or Beneficiary deems to be credible and currently applicable that a person has disappeared, is unaccountably absent, or is being detained under duress, and that he or she is unable

to effectively and prudently look after his or her own best interests, then in that event and under those circumstances:

- 1) Such person is deemed to have become incapacitated, as that term is used in this Trust Agreement, and
- 2) Such incapacity is deemed to continue until such court order, certificates, and/or circumstances are inapplicable or have been revoked.

A physician's certificate to the effect that the person is no longer incapacitated shall revoke a certificate declaring the person incapacitated. The certificate which revokes the earlier certificate may be executed either (i) by the originally certifying physician or (ii) by two other licensed, board certified physicians. No Trustee shall be under any duty to institute any inquiry into a person's possible incapacity. The reasonable expense of any such inquiry shall be paid from the Trust Assets.

#### Section 2.04. Principal Invasion

During the joint lives of the Trustors, should the net income of assets contained in this Trust at the time of the Trustor's death be insufficient to provide for the care, maintenance or support of the Trustors as herein defined, the Trustee may, in the Trustee's sole and absolute discretion, pay to or apply for the benefit of the Trustors or either of them, or any of their dependents, such amounts from the principal of the Trust Estate as the Trustee deems necessary or advisable for the care, maintenance or support of the Trustors.

#### Section 2.05. Residence

If the Trustor's residence property is a part of the Trust, the Trustors shall have possession of and full management of the residence and shall have the right to occupy it rent free. Any expenses arising from the maintenance of the property and from all taxes, liens, assessments, and insurance premiums are to be paid from the Trust to the extent that assets are available for payment.

#### Section 2.06. Provisions for Title XIX

- a) If competent, any trustor may, or, if not competent, another Trustor or the Trustor's duly appointed Attorney-in-Fact under his or her Durable Power of Attorney or a court-appointed Conservator of the estate of the affected trustor may also determine to reduce the separate and/or community share of the said trustor which is subject to his or her power of revocation to a point which will enable the said trustor to qualify for Medicaid payments under Title XIX of the Social Security Act or any

subsequent modification thereof or successor provision thereto by waiving, releasing and relinquishing any and all power in the said trustor to alter, amend or revoke the provisions of this Trust Declaration with respect to the portion of the affected trustor's separate and/or community property to which such waiver, release and relinquishment is to apply.

- b) In the event of such release by a trustor of his power to alter, amend or revoke the Trust, then as to the property affected thereby such trustor shall automatically forfeit all rights or entitlement on the part of such trustor to any portion of either the principal or the income thereof.
- c) If the value of the affected share should exceed the amount of the exemption equivalent available by reason of the said trustor's unused Unified Tax Credit under the Internal Revenue Code or any successor or modified version thereof, the Trustee shall pay, from the Trust Estate, the amount of any Gift Tax liability thereby incurred.

### ARTICLE THREE

#### Section 3.01. Provisions After the First Death

On the death of either Trustor leaving the other Trustor surviving him or her, the Trustee shall collect all insurance proceeds payable to the Trustee by reason of such death, and all bequests and devises distributable to the Trust Estate.

#### Section 3.01(a). Qualified Terminable Interest Property

Trustors direct their Executor or Trustee, as the case may be, to make such partial QTIP elections as shall, in the Executor's or Trustee's, as the case may be, opinion, to optimize the federal estate tax effect as to their heirs, but in any event to take full advantage of the Unified Credit. For purposes of this Trust, at the death of the first Trustor herein, all property of the decedent shall pass to the surviving spouse, subject to the provisions of Section 2056(b)(7) of the Internal Revenue Code, said surviving spouse shall be entitled to all income from the property, payable at least annually, and no person shall have the power to appoint any part of the property to any person other than the surviving spouse. The executor shall make an irrevocable election to treat such property as QTIP when filing the Estate Tax Return required by Section 2001 of the Internal Revenue Code.



### Section 3.02. Control of Assets

The surviving spouse may, at any time by written notice, require the Trustee either to make any nonproductive property of this Trust productive or to convert productive property to nonproductive property, each within a reasonable time. The surviving spouse may further require the Trustee to invest part or all, of this share of Trust Assets for the purpose of maximizing income rather than growth, or growth rather than income.

### Section 3.03. Division into Shares

Upon the death of either Grantor, if the deceased Grantor is survived by the other Grantor, the trust estate, including any additions made by reason of the deceased Grantor's death, shall be divided into two equal shares.

The Trustee, in its sole discretion, may defer the division or distribution of the trust estate until six months after the deceased Grantor's death. If the division or distribution of the trust estate is so deferred, the deferred division or distribution shall be made as if it had taken place at the time prescribed above, and all rights given to the beneficiaries under the provisions of this Agreement which follow shall be considered to have accrued and vested as of that prescribed time.

The first such share ("Share A") shall be paid or distributed, or held in further trust, as the surviving Grantor from time to time may direct. It is the intention of the Grantors that the surviving Grantor shall have absolute control over the disposition of Share A.

The second share ("Share B") shall be held as hereafter provided in this Agreement.

### Section 3.04. Marital Deduction Trust

If either of the Grantors survives the other, the Trustee shall set apart and hold as a separate trust (the "marital deduction trust") the assets referred to as Share B in Section 3.03 above. The Trustee shall hold, manage, invest and reinvest the assets of this marital deduction trust, shall collect the income therefrom, and shall pay the net income to or for the benefit of the surviving Grantor, in convenient installments but at least quarter-annually.

In addition, the Trustee may pay to or for the benefit of the surviving Grantor, for the health, education, maintenance or support of the surviving Grantor, any part or all of the principal of this trust, as the Trustee may determine in its sole discretion, without considering other resources available to the surviving Grantor. The surviving Grantor shall have the right to demand and receive from the principal of this trust in each of its fiscal years the greater of \$4,000 or five percent of the fair market value of such principal determined as of the last day of such fiscal year. Such right shall

lapse to the extent it is not exercised in any year. Any commission payable with respect to principal so withdrawn shall be charged against such principal.

Except to the extent that other trust assets are not sufficient, the Grantors direct that there shall not be allocated to this marital deduction trust any asset or the proceeds of any asset (i) with respect to which any tax credit or deduction shall be available because it or the proceeds therefrom shall be subject to both Federal estate and income tax, or (ii) with respect to which any estate or death taxes are paid to any foreign country or any possession or subdivision thereof, or (iii) which does not qualify for the marital deduction. In the event other assets are not sufficient to fund this trust, such insufficiency shall be satisfied by allocating to said trust assets in the order enumerated above.

The surviving Grantor shall have the right to require a sale by the Trustee of any assets of this marital deduction trust which do not produce a reasonable income for the surviving Grantor, and to require the reinvestment of the net proceeds of such sale in assets which produce a reasonable income.

The executor, administrator or legal representative of the estate of the deceased Grantor shall be authorized to qualify all or any part of this trust for the State and Federal estate tax marital deduction, without liability to any person for doing so.

It is the Grantors' intention that this trust qualify for the marital deduction under Section 2056 of the Internal Revenue Code and the regulations pertaining to that Section or any substitute provisions applicable to the trust estate. In no event shall the Trustee take any action or have any power that will impair the marital deduction, and all provisions of this Agreement regarding this marital deduction trust shall be interpreted to conform to that primary objective.

Upon the death of the surviving Grantor, any accrued income shall be paid to the estate of the surviving Grantor and the remaining principal of this trust shall be held, administered and disposed of in accordance with the dispositive provisions of this agreement.

#### Section 3.05. Power to Appoint Agents

The surviving spouse shall have the right to retain an accountant and/or attorney at law for professional services on behalf of the Trust Estate or Estates herein. The surviving spouse shall not be responsible for the acts of such agents beyond his or her obligation to use reasonable care in the selection of such agents.

#### Section 3.06. Maximum Marital Deduction

Except as otherwise expressly stated herein, the term "maximum marital deduction" shall not be construed as a direction by the deceased Trustor to exercise any election respecting the deduction of Estate administration expenses, the determination of the Estate tax valuation date, or any other tax election which may be available under any tax laws, only in such manner as will result in a larger allowable Estate tax marital deduction than if the contrary election had been made.

**Section 3.07. Trust Income After the First Death**

Following the death of either Trustor and until the death of the surviving Trustor, the Trustee shall at least annually pay to or apply for the benefit of the surviving Trustor all of the net income from the Trust Estate.

**Section 3.08. Simultaneous Death**

In the event that the two Trustors should die under circumstances in which the order of their deaths cannot be determined, then, in respect to the administration of the separate property of each Trustor (and in respect to the administration of one-half of any community property or quasi-community property) each Trustor shall for purposes of the marital deduction be considered to have been survived by his or her spouse.

**Section 3.09. Last Expenses**

On the death of the first of the Trustors to die, the Trustee shall pay from the Trust the expenses of the deceased Trustor's last illness, funeral, burial, and any inheritance, estate or death taxes that may be due by reason of the Trustor's death, unless the Trustee in his or her absolute discretion determines that other adequate provisions have been made for the payment of such expenses and taxes. All death taxes upon property not passing under this Agreement shall be apportioned in the manner provided by law.

**ARTICLE FOUR**

**Section 4.01. Second Death**

On the death of the last Trustor to die (the "Surviving Trustor"), the Trustee shall distribute the principal of the Trust and any accrued or undistributed income from the principal of the Trust in such a manner and to such persons, including the Estate or the Creditors, as directed in this Trust Agreement.

**Section 4.02. Payment of the Second Death Expenses**

On the death of the surviving Trustor, the Trustee shall pay from the Trust the expenses of the surviving Trustor's last illness, funeral, burial and any inheritance, estate or death taxes that may be due by reason of the surviving Trustor's death, unless the Trustee in his or her absolute discretion determines that other adequate provisions have been made for the payment of such expenses and taxes.

**Section 4.03. Trust Income and Principal Distribution**

- a) The Trustee shall apply and distribute the net income and principal of each of the shares of the resulting Trust Estate, after giving effect to the section of this Trust Agreement entitled "Special Directives" to the following Beneficiaries in the indicated fractional shares:

<b>JOSEPH C. DOE</b>	<b>50%</b>
<b>MARY D. DOE</b>	<b>50%</b>

- b) If any of the above Beneficiaries, or any other Beneficiary, is under the age of 25 years when the distribution is to be made, the Beneficiary's share shall vest in interest indefeasibly but the Trustee may, in his or her discretion, continue to hold that share as a separate trust for such period of time as the Trustee deems advisable, but not to extend beyond the 25th birthday of the Beneficiary. In the meantime, the Trustee is to use as much of the income and principal for the education, comfortable support, maintenance and health of the Beneficiary as the Trustee determines is required. When the Beneficiary reaches the age of 25 years, the Trustee shall distribute to that Beneficiary one hundred percent (100%) of the then balance of the principal of his or her share of the Trust Estate.
- c) If all of the Trustor's Beneficiaries and their children should fail to survive the final distribution of the Trust Estate, all of the Trust Estate not disposed of as hereinabove provided shall be distributed as provided for in this Trust Agreement.

**Section 4.04. Principle of Representation**

If a Beneficiary of the Trustor's should fail to survive to collect his or her share, that share shall pass to the surviving issue of that deceased Beneficiary per stirpes and with right of representation.

## ARTICLE FIVE

### Section 5.01. Non-Income Producing Property

During the joint lives of the Trustors, the Trustee is authorized to retain in the Trust for so long as the Trustee may deem advisable, any property received by the Trustee from the Trustors, whether or not such property is of the character permitted by law for the investment of Trust funds.

### Section 5.02. Trustee Powers

The Trustee shall have all powers conferred upon a Trustee by law for the orderly administration of the Trust Estate. If any property is distributed outright under the provision of this Trust Agreement to a person who is a minor, distribution may be made under the Texas Uniform Gift to Minors Act ("TUGMA"). The Trustee is further authorized to sign, deliver and/or receive any documents necessary to carry out the powers contained within this Section.

The Trustee of any trust created under this Trust Agreement (including any substitute or successor trustee) will have and be subject to all of the powers, duties, and responsibilities granted or imposed by the Texas Trust Code as such Code may provide at the time of administration of the trust, except to the extent that the same are inconsistent with the provisions of this Agreement.

### Section 5.03. Specific Powers of Trustee

In addition, the Trustee will have the following specific powers:

- a) Trust Estate - The Trustee may leave invested, any property coming into its hands hereunder in any form of investment, even though the investment may not be of the character of investments permitted by law to trustees, without liability for loss or depreciation in value. The Trustee may sell, exchange, or otherwise dispose of and reinvest property which may at any time be a part of the Trust Estate upon such terms and conditions as the Trustee may deem advisable. The Trustee may invest and reinvest the Trust Assets from time to time in any property, real, personal, or mixed, including without limitation securities of domestic and foreign corporations and investment trusts or companies, bonds, debentures, preferred stocks, common stocks, mortgages, mortgage participations, and interests in common trust funds, all with complete discretion to convert realty into personalty or personalty into realty or otherwise change the character of the Trust Estate, even though such investment (by reason of its character, amount, proportion to the total Trust Estate, or otherwise) would not be considered appropriate for a fiduciary apart from this provision, and even

though such investment caused part or all of the total Trust Estate to be invested in investments of one type or of one business or company.

b) **Holding Property** - The Trustee may hold property in the Trustee's name, as trustee, or in the name of a nominee without disclosing the Trust.

c) **Release of Power** - If the Trustee deems it to be in the best interest of the Trust and its beneficiaries, the Trustee, by written instrument signed by such Trustee, will have the power and authority to release, disclaim or restrict the scope of any power or discretion granted in this Trust Agreement or implied by law.

d) **Agents, Employees** - The Trustee may employ one or more agents to perform any act of administration, whether or not discretionary, including attorneys, auditors, investment managers or others, as the Trustee shall deem necessary or advisable. The Trustee may compensate agents and other employees, and may delegate to them any and all discretions and powers.

e) **Leases** - The Trustee may lease any Trust Assets generally or for oil, gas and mineral development, even though the lease term may extend beyond the term of the trust of which the property is a part. The Trustee may enter into any covenants and agreements relating to the property so leased or any improvements which may then or thereafter be erected on such property.

f) **Common Funds** - The Trustee may hold any of the Trust Assets in a common fund with property from other trust estates and to make investments jointly with any other trust, the property of which is included in the common fund.

g) **Securities** - With respect to securities held in the Trust Estate, the Trustee may exercise all the rights, powers, and privileges of an owner, including, but not limited to, the power to vote; give proxies, and to pay assessments and other sums deemed by the Trustee necessary for the protection of the Trust estate; to participate in voting trusts, foreclosures, reorganizations, consolidations, mergers, and liquidations, and in connection therewith to deposit securities with and transfer title to any protective or other committee under such terms as the Trustee may deem advisable; to exercise or sell stock subscription or conversion rights; and to accept and retain as an investment any securities or other property received through the exercise of any of the foregoing powers, regardless of any limitations elsewhere in this instrument relative to investments by the Trustee.

#### **REVOCABLE LIVING TRUST AGREEMENT**

h) Purchases from Estate - The Trustee may purchase property of any kind from the executor or administrator of our estates.

i) Lending - The Trustee may make loans, secured or unsecured, to the executor or administrator of our estates, to any beneficiary of the Trust or to the Trustee. Further, the Trustee may use Trust Assets to guarantee obligations of any income beneficiary of the Trust (unless such beneficiary is serving as trustee).

j) Distributions to or for Beneficiaries - The Trustee may make any distribution contemplated by this Trust Agreement (1) to the beneficiary, (2) if the beneficiary is under a legal disability or if the Trustee determines that the beneficiary is unable to properly manage his or her affairs, to a person furnishing support, maintenance or education for the beneficiary or with whom the beneficiary is residing, for expenditures on the beneficiary's behalf, or (3) if the beneficiary is a minor, to a trustee of an existing trust established exclusively for the benefit of such minor, whether created by this Trust Agreement or otherwise, or to a custodian for the beneficiary, as selected by the Trustee, under the Texas Uniform Gifts to Minors Act. Alternatively, the Trustee may apply all or a part of the distribution for the beneficiary's benefit. Any distribution under this paragraph will be a full discharge of the Trustee with respect thereto. On any partial or final distribution of the Trust Assets, the Trustee may apportion and allocate the assets of the Trust Estate in cash or in kind, or partly in cash and partly in kind, or in undivided interests in the manner deemed advisable at the discretion of the Trustee and to sell any property deemed necessary by the Trustee to make the distribution. The Trustee may distribute gifts of up to \$11,000.00 per year per donee out of principal or income.

k) Insurance - The Trustee may purchase new life insurance and to pay the premiums on existing life insurance on the life of any trust beneficiary and to purchase annuities (either commercial or private) from any corporation, trust or individual; and to procure and pay the premiums on other insurance of the kinds, forms and amounts deemed advisable by the Trustee to protect the Trustee and the Trust Estate.

l) Borrowing - The Trustee may borrow money from the Trustee and others, and to secure the repayment thereof by mortgaging or pledging or otherwise encumbering any part or all of the Trust assets and, in connection with the acquisition of any property, to assume a liability or to acquire property subject to a liability.

m) **Repairs** - The Trustee may make ordinary and extraordinary repairs and alterations in buildings or other Trust Assets.

n) **Reserves** - The Trustee may establish such reserves out of income for taxes, assessments, repairs and maintenance as the Trustee considers appropriate.

o) **Continuation of Business** - The Trustee may continue any business or businesses in which we have an interest at the time of our death for so long as the Trustee may, in its sole discretion, consider necessary or desirable, whether or not the business is conducted by us at the time of our death individually, as a partnership or as a corporation wholly owned or controlled by us, with full authority to sell, settle and discontinue any of them when and upon such terms and conditions as the Trustee may, in its sole discretion, consider necessary or desirable.

p) **Retain Property for Personal Use** - The Trustee may retain a residence or other property for the personal use of a beneficiary and to allow a beneficiary to use or occupy the retained property free of rent and maintenance expenses.

q) **Dealings with Third Parties** - The Trustee may deal with any person or entity regardless of relationship or identity of any trustee to or with that person or entity and may hold or invest all or any part of the Trust Estate in common or undivided interests with that person or entity.

r) **Partitions, Divisions, Distributions** - The Trustee will have the power to make all partitions, divisions, and distributions contemplated by this Trust Agreement. Any partitions, divisions, or distributions may be made in cash, in kind, or partly in cash and partly in kind, in any manner that the Trustee deems appropriate (including composing shares differently). The Trustee may determine the value of any property, which valuation will be binding on all beneficiaries. No adjustments are required to compensate for any partitions, divisions, or distributions having unequal consequences to the beneficiaries.

s) **Claims, Controversies** - The Trustee may maintain and defend any claim or controversy by or against the Trust without the joinder or consent of any beneficiary. The Trustee may commence or defend at the expense of the Trust any litigation with respect to the Trust or any property of the Trust Estate as the Trustee may deem advisable, and may employ, for reasonable compensation, such counsel as the Trustee shall deem advisable for that purpose.

#### **REVOCABLE LIVING TRUST AGREEMENT**



t) **Merger of Trusts** - If at any time the Trustee of any trust created hereunder shall also be acting as trustee of any other trust created by trust instrument or by trust declaration for the benefit of the same beneficiary or beneficiaries and upon substantially the same terms and conditions, the Trustee is authorized and empowered, if in the Trustee's discretion such action is in the best interest of the beneficiary or beneficiaries, to transfer and merge all of the assets then held under such trust created pursuant to this Trust Agreement to and with such other trust and thereupon to terminate the trust created pursuant to this Trust Agreement. The Trustee is further authorized to accept the assets of any other trust which may be transferred to any trust created hereunder and to administer and distribute such assets and properties so transferred in accordance with the provisions of this Agreement.

u) **Termination of Small Trust** - Any corporate trustee which is serving as the sole trustee of any trust or any share thereof may at any time terminate such trust or share if, in the trustee's sole judgment, the continued management of such trust or share is no longer economical because of the small size of such trust or share and if such action will be deemed to be in the best interests of the beneficiary or beneficiaries. In case of such termination, the trustee will distribute forthwith the share of the Trust Estate so terminated to the income beneficiary or beneficiaries, per stirpes. Upon such distribution, such trust or share will terminate and the trustee will not be liable or responsible to any person or persons whomsoever for its action. The trustee will not be liable for failing or refusing at any time to terminate any trust or a share thereof as authorized by this paragraph.

v) **Power to Determine Income and Principal** - Dividends payable in stock of the issuing corporation, stock splits and capital gains will be treated as principal. Except as herein otherwise specifically provided, the Trustee will have full power and authority to determine the manner in which expenses are to be borne and in which receipts are to be credited as between principal and income, and also to determine what will constitute principal or income, and may withhold from income such reserves for depreciation or depletion as the Trustee may deem fair and equitable. In determining such matters the Trustee may give consideration to the provisions of the Texas Trust Code (or its successor statutes) relating to such matters, but will not be bound by such provisions.

w) **Generation-Skipping Taxes and Payment** - If the Trustee considers any distribution or termination of an interest or power hereunder as a distribution or termination subject to a generation-skipping tax, the Trustee is authorized:

1) To augment any taxable distribution by an amount which the Trustee estimates to be sufficient to pay such tax and charge the same to the particular trust to which the tax related without adjustment of the relative interests of the beneficiaries;

2) To pay such tax, in the case of a taxable termination, from the particular trust to which the tax relates without adjustment of the relative interests of the beneficiaries. If such tax is imposed in part by reason of the Trust Assets, the Trustee will pay only the portion of such tax attributable to the taxable termination hereunder taking into consideration deductions, exemptions, credits and other factors which the Trustee deems advisable; and

3) To postpone final termination of any particular trust and to withhold all or any portion of the Trust Estate until the Trustee is satisfied that the Trustee no longer has any liability to pay any generation-skipping tax with reference to such trust or its termination.

#### **Section 5.04. Special Provision for S Corporation Stock**

Notwithstanding what is otherwise provided in this Trust Agreement, if at any time the Trust contains any stock of a corporation which elects or has elected treatment as an "S Corporation" as defined by Section 1361(a)(1) of the Internal Revenue Code (or any corresponding successor statute), such stock will be segregated from the other assets of such trust and treated as a separate trust. The Trustee will further divide the separate trust into shares for each Beneficiary and such shares will be distributed outright or held in trust as herein provided. In addition, all other provisions of this Trust Agreement will apply to each share held in trust (and constituting a separate trust) except that the Trustee will distribute all of the income from each separate trust to its beneficiary in convenient installments at least annually. It is our intent that each separate trust will be recognized as a "Qualified Subchapter S Trust" (QSST) under Section 1361(d) (2) of the Internal Revenue Code (or any corresponding successor statute). Notwithstanding any provisions of this Trust Agreement to the contrary, the Trustee's powers and discretions with respect to the administration of each separate trust (including methods of accounting, bookkeeping, making distributions and characterizing receipts and expenses) will not be exercised or exercisable except in a manner consistent with allowing each separate trust to be treated as a QSST as above described.

## ARTICLE SIX

### Section 6.01. Coordination with Trustor's Probate Estate

- a) At any time during the continuance of this Trust including subsequent to the death of either Trustor the Trustees may, in their sole and uncontrolled discretion, distribute to the deceased Trustor's Probate Estate cash and/or other property as a Beneficiary of the Trust.
- b) All other provisions to the contrary notwithstanding, under no circumstances shall any restricted proceeds, as hereinafter defined, be either directly or indirectly: (i) distributed to or for the benefit of the Trustor's Executors or the Trustor's Probate Estate; or (ii) used to pay any other obligations of the Trustor's Estate. The term "restricted proceeds" means:
  - 1) All qualified plans, individual retirement accounts, or similar benefits which are received or receivable by any Trustee hereunder, and which are paid solely to a Beneficiary other than the Executor of the Trustor's Gross Estate for Federal Estate Tax purposes; and
  - 2) All proceeds of insurance on the Trustor's life which, if paid to a Beneficiary other than the Trustor's Estate, would be exempt from inheritance or similar death taxes under applicable state death tax laws.

### Section 6.02. Direction to Minimize Taxes

In the administration of the Trust hereunder, its Fiduciaries shall exercise all available tax related elections, options, and choices in such a manner as they, in their sole but reasonable judgment (where appropriate, receiving advice of tax counsel), believe will achieve the overall minimum in total combined present and reasonably anticipated future administrative expenses and taxes of all kinds. This applies not only to such Trust but also to its Beneficiaries, to the other Trusts hereunder and their Beneficiaries, and to the Trustor's Probate Estate.

Without limitation on the generality of the foregoing direction (which shall to that extent supersede the usual fiduciary duty of impartiality), such Fiduciaries shall not be accountable to any person interested in this Trust or to Trustor's Estate for the manner in which they shall carry out this direction to minimize overall taxes and expenses (including any decision they may make not to incur the expense of a detailed analysis of alternative choices). Even though their decisions in this regard

may result in increased taxes or decreased distributions to the Trust, to the Estate, or to one or more Beneficiaries, the Fiduciaries shall not be obligated for compensation readjustments or reimbursements which arise by reason of the manner in which the Fiduciaries carry out this direction.

#### Section 6.03. Judgment and Discretion of Trustee

In the absence of proof of bad faith, all questions of construction or interpretation of any trusts created by this Trust Agreement will be finally and conclusively determined solely by the Trustee, according to the Trustee's best judgment and without recourse to any court, and each determination by the Trustee is binding on the beneficiaries and prospective beneficiaries hereunder, both in being and unborn, as well as all other persons, firms or corporations. The Trustee, when exercising any discretionary power relating to the distribution or accumulation of principal or income or to the termination of any trust, will be responsible only for lack of good faith in the exercise of such power. Each determination may be relied upon to the same extent as if it were a final and binding judicial determination. In the event of a conflict between the provisions of this Trust Agreement and those of the Texas Trust Code, the provisions of this Agreement will control.

### ARTICLE SEVEN

#### Section 7.01. Resolution of Conflict

Any controversy between the Trustee or Trustees and any other Trustee or Trustees, or between any other parties to this Trust, including Beneficiaries, involving the construction or application of any of the terms, provisions, or conditions of this Trust shall, on the written request of either or any disagreeing party served on the other or others, be submitted to arbitration. The parties to such arbitration shall each appoint one person to hear and determine the dispute and, if they are unable to agree, then the two persons so chosen shall select a third impartial arbitrator whose decision shall be final and conclusive upon both parties. The cost of arbitration shall be borne by the losing party or in such proportion as the arbitrator(s) shall decide. Such arbitration shall comply with the commercial arbitration rules of the American Arbitration Association, 140 West 51st Street, New York, New York, 10200.

#### Section 7.02. Incontestability

The beneficial provisions of this Trust Agreement are intended to be in lieu of any other rights, claims, or interests of whatsoever nature, whether statutory or otherwise, except bona fide pre-death debts, which any Beneficiary hereunder may have in Trustor's Estate or in the properties in trust hereunder. Accordingly, if any Beneficiary hereunder asserts any claim (except a legally enforceable debt), statutory election, or other right or interest against or in Trustor's Estate, or any properties of this Trust, other than pursuant to the express terms hereof, or directly or indirectly contests, disputes, or calls into question, before any court, the validity of this Trust Agreement, then:

- a) Such Beneficiary shall thereby absolutely forfeit any and all beneficial interests of whatsoever kind and nature which such Beneficiary or his or her heirs might otherwise have under this Trust Agreement and the interests of the other Beneficiaries hereunder shall thereupon be appropriately and proportionately increased; and
- b) All of the provisions of this Trust Agreement, to the extent that they confer any benefits, powers, or rights whatsoever upon such claiming, electing or contesting Beneficiary, shall thereupon become absolutely void; and
- c) Such claiming, electing, or contesting Beneficiary, if then acting as a Trustee hereunder, shall automatically cease to be a Trustee and shall thereafter be ineligible either to select, remove, or become a Trustee hereunder.

#### **Section 7.03. Specific Omissions**

Any and all persons and entities, except those persons and entities specifically named herein, have been intentionally omitted from this Trust Agreement. If any person or entity shall successfully challenge any term or condition of this Trust Agreement, then, to that person or entity shall be given the sum of one dollar (\$1.00) in lieu and in place of any other benefit, grant, or interest which that person or interest may have in the Trust Estate.

#### **Section 7.04. Benefits Confidential**

The Trustors further declare that it is their desire and intent that the provisions of this Trust Agreement are to remain confidential as to all parties. The Trustors direct that only the information concerning the benefits paid to any particular Beneficiary shall be revealed to such individual and that no individual shall have a right to information concerning the benefits being paid to any other Beneficiary.

### **ARTICLE EIGHT**

#### **Section 8.01. Distribution in Kind or Cash**

On any division of the assets of the Trust Estate into shares or partial shares, and on any final or partial distribution of the assets of the Trust Estate, the Trustee, at his or her absolute discretion, may divide and distribute undivided interests of such assets, or may sell all or any part of such assets and may make divisions or distributions in cash or partly in cash and partly in kind. The decision of the Trustee, either prior to or on any division or distribution of such assets, as to

what constitutes a proper division of such assets of the Trust Estate shall be binding on all persons interested in any Trust provided for in this Trust Agreement.

#### Section 8.02. Spendthrift Provision

Neither the principal nor the income of the Trust shall be liable for the debts of a Beneficiary. Except as otherwise expressly provided in this Agreement, no beneficiary of any trust shall have any right, power or authority to alienate, encumber or hypothecate his or her interest in the principal or income of this Trust in any manner, nor shall the interests of any Beneficiary be subject to the claims of his or her creditors or liable to attachment, execution or other process of law. The limitations herein shall not restrict the exercise of any power of appointment or the right to disclaim.

#### Section 8.03. Definition of Children

The terms "child" and "children" as used in this Agreement mean the lawful issue of a Trustor or of the Trustors together. This definition also includes children legally adopted by a Trustor or by the Trustors together.

#### Section 8.04. Handicapped Beneficiaries

Any Beneficiary who is determined by a court of competent jurisdiction to be incompetent shall not have any discretionary rights of a Beneficiary with respect to this Trust, or to their share or portion thereof. The trustee shall hold and maintain such incompetent Beneficiary's share of the Trust Estate and shall, in the Trustee's sole discretion, provide for such Beneficiary as that Trustee would provide for a minor. Notwithstanding the foregoing, any Beneficiary who is diagnosed for the purposes of governmental benefits (as hereinafter delineated) as being not competent or as being disabled, and who shall be entitled to governmental support and benefits by reason of such incompetency or disability, shall cease to be a Beneficiary of this Trust. Likewise, they shall cease to be a Beneficiary if any share or portion of the principal or income of the Trust shall become subject to the claims of any governmental agency for costs or benefits, fees or charges.

The portion of the Trust Estate which, absent the provisions of this section, would have been the share of such incompetent or handicapped person shall be retained in trust for as long as that individual lives. The Trustee, at his or her sole discretion, shall utilize such funds for the maintenance of that individual. If such individual recovers from his or her incompetency or disability, and is no longer eligible for aid from any governmental agency, including costs or benefits, fees or charges, such individual shall be reinstated as a Beneficiary after 60 days from such recovery, and the allocation and distribution provisions as stated herein shall apply to that portion of the Trust Estate which is held by the Trustee subject to the foregoing provisions of this section. If said handicapped Beneficiary is no longer living and shall leave children then living, the deceased

child's share shall pass to those children per stirpes. If there are no children, the share shall be allocated proportionately among the remaining Beneficiaries.

## ARTICLE NINE

### Section 9.01. Trustees

All Trustees are to serve without bond. The following will act as Trustees of any Trusts created by this Trust Agreement, in the following order of succession:

- First: The undersigned, **JOHN A. DOE** and/or **JANE B. DOE**.
- Second: The surviving spouse.
- Third: At the death or incapacity of the surviving spouse, **JOSEPH C. DOE** shall serve as First Successor Trustee.
- Fourth: **MARY D. DOE** shall serve as Second Successor Trustee.
- Fifth: A Trustee chosen by the majority of Beneficiaries, with a parent or legal guardian voting for minor Beneficiaries; provided, however, that the children of any deceased Beneficiary shall collectively have only one vote.

### Section 9.02. Allocation and Distribution of the Trust Assets

The Trustees shall allocate, hold, administer and distribute the Trust Assets as hereinafter provided:

- a) Upon the death of the first Trustor, the Trustee shall make any separate distributions that have been specified by the deceased Trustor. The Trustee shall also take into consideration the appropriate provisions of this Article.
- b) Upon the death of the surviving spouse, the Trustee shall hold, administer and distribute the Trust Assets in the manner hereinafter prescribed.

#### Section 9.03. Personal Property Distribution

Notwithstanding any provision of this Trust Agreement to the contrary, the Trustee must abide by any memorandum by the Trustors, particularly that contained in the section entitled "Special Directives" incorporated into this Trust Instrument, directing the disposition of Trust Assets of every kind including but not limited to furniture, appliances, furnishings, pictures, china, silverware, glass, books, jewelry, wearing apparel, and all policies of fire, burglary, property damage, and other insurance on or in connection with the use of this property. Otherwise, any personal and household effects of the Trustors shall be distributed with the remaining assets of the Trust Estate.

#### Section 9.04. Liability of Trustee

The Trustee will not be responsible or liable for any loss which may occur by reason of depreciation in value of the properties at any time belonging to the Trust Estate, nor for any other loss which may occur, except that the Trustee will be liable for such trustee's own negligence, neglect, default, or willful wrong. The Trustee will not be liable or responsible for the acts, omissions, or defaults of any agent or other person to whom duties may be properly delegated hereunder (except officers or regular employees of the Trustee) if such agent or person was appointed with due care. The Trustee may receive reimbursement from the Trust Estate for any liability, whether in contract or in tort, incurred in the administration of the Trust Estate in accordance with the provisions hereof, and the Trustee may contract in such form that such Trustee will be exempt from such personal liability and that such liability will be limited to the Trust Assets.

#### Section 9.05. Successor Trustees

Any Successor Trustee shall have all the power, rights, discretion and obligations conferred on a Trustee by this Trust Agreement. All rights, titles and interest in the property of the Trust shall immediately vest in the successor Trustee at the time of appointment. The prior Trustee shall, without warranty, transfer to the successor Trustee the existing Trust property. No successor Trustee shall be under any duty to examine, verify, question, or audit the books, records, accounts, or transaction of any preceding Trustee; and no successor Trustee shall be liable or responsible in any way for any acts, defaults or omissions of any predecessor Trustee, nor for any loss or expense from or occasioned by anything done or neglected to be done by any predecessor Trustee. A successor Trustee shall be liable only for his or her own acts and defaults.



## ARTICLE TEN

### Section 10.01. Perpetuities Savings Clause

Notwithstanding any other provision of this instrument, the Trusts created hereunder shall terminate not later than twenty-one (21) years after the death of the last survivor of all Trustors and any other Beneficiary or Beneficiaries named or defined in this Trust living on the date of the death of the first spouse to die. The Trustee shall distribute each remaining Trust principal and all accrued or undistributed net income hereunder to the Beneficiary or Beneficiaries. If there is more than one Beneficiary, the distribution shall be in the proportion in which they are Beneficiaries; if no proportion is designated, then the distribution shall be in equal shares to such Beneficiaries.

## ARTICLE ELEVEN

### Section 11.01. Governing Law

It is not intended that the laws of only one particular state shall necessarily govern all questions pertaining to all of the Trust hereunder.

- a) The validity of the Trust hereunder, as well as the validity of the particular provisions of that Trust, shall be governed by the laws of the state which has sufficient connection with this Trust to support such validity.
- b) The meaning and effect of the terms of this Trust Agreement shall be governed by the laws of the State of Texas.
- c) The administration of this Trust shall be governed by the laws of the state in which the principal office of the Trustee then having custody of the Trust's principal assets and records is located.

The foregoing shall apply even though the situs of some Trust assets or the home of the Trustor, a Trustee, or a Beneficiary may at some time or times be elsewhere.

### Section 11.02. Invalidity of any Provision

If a court finds that any provision of this Trust Agreement is void, invalid or unenforceable, the remaining provisions of this Agreement will continue to be fully effective.

**Section 11.03. Headings**

The use of headings in connection with the various articles and sections of this Trust Agreement is solely for convenience, and the headings are to be given no meaning or significance whatever in construing the terms and provisions of this Agreement.

**Section 11.04 Internal Revenue Code Terminology**

As used herein, the words "gross estate", "adjusted gross estate", "taxable estate", "unified credit", "state death tax credit", "maximum marital deduction", "marital deduction", and any other word or words which from the context in which it or they are used refer to the Internal Revenue Code shall be assigned the same meaning as such words have for the purposes of applying the Internal Revenue Code to a deceased Trustor's Estate. Reference to sections of the Internal Revenue Code and to the Internal Revenue Code shall refer to the Internal Revenue Code amended to the date of such Trustor's death.

**SPECIAL DIRECTIVES**

**OF**

**JOHN A. DOE**

I, JOHN A. DOE, a resident of the County of Anycounty, State of Texas, being of lawful age, and of sound and disposing mind and memory, and not acting under duress, fraud, or undue influence, hereby make, publish and declare this to be my Special Directive, and I incorporate this into **THE JOHN A. DOE AND JANE B. DOE REVOCABLE LIVING TRUST AGREEMENT**.

**FIRST**

The recipients of my affection are:

- 1) My wife - **JANE B. DOE**
- 2) My children - **JOSEPH C. DOE**  
**MARY D. DOE**

**SECOND**

I direct that all estate and inheritance taxes payable as a result of my death, not limited to taxes assessed on property, shall be paid out of the residue of my Estate, and shall not be deducted or collected from any Legatee, Devisee or Beneficiary hereunder.

**THIRD**

In the event any of my named Beneficiaries should predecease me, all of that person's share of the Trust Estate is to be left to be equally divided among that person's issue per stirpes.

**FOURTH**

I direct that before any distribution of the assets of the Trust Estate to the named Beneficiaries certain specific distributions, if any, shall be made from the assets as set forth on the list attached hereto and marked "Exhibit A."

**FIFTH**

I hereby acknowledge and accept the "Special Directives," if any, of my spouse.

**SPECIAL DIRECTIVES**

**OF**

**JANE B. DOE**

I, JANE B. DOE, a resident of the County of Anycounty, State of Texas; being of lawful age, and of sound and disposing mind and memory, and not acting under duress, fraud, or undue influence, hereby make, publish and declare this to be my Special Directive, and I incorporate this into **THE JOHN A. DOE AND JANE B. DOE REVOCABLE LIVING TRUST AGREEMENT**.

**FIRST**

The recipients of my affection are:

- 1) My husband -       **JOHN A. DOE**
- 2) My children -       **JOSEPH C. DOE**  
                              **MARY D. DOE**

**SECOND**

I direct that all estate and inheritance taxes payable as a result of my death, not limited to taxes assessed on property, shall be paid out of the residue of my Estate, and shall not be deducted or collected from any Legatee, Devisee or Beneficiary hereunder.

**THIRD**

In the event any of my named Beneficiaries should predecease me, all of that person's share of the Trust Estate is to be left to be equally divided among that person's issue per stirpes.

**FOURTH**

I direct that before any distribution of the assets of the Trust Estate to the named Beneficiaries certain specific distributions, if any, shall be made from the assets as set forth on the list attached hereto and marked "Exhibit A."

**FIFTH**

I hereby acknowledge and accept the "Special Directives," if any, of my spouse.

DATED to be effective this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**TRUSTORS:**

\_\_\_\_\_  
JOHN A. DOE

\_\_\_\_\_  
JANE B. DOE

**ACCEPTED BY CO-TRUSTEES:**

\_\_\_\_\_  
JOHN A. DOE

\_\_\_\_\_  
JANE B. DOE

STATE OF TEXAS

COUNTY OF ANYCOUNTY

This instrument was acknowledged before me on the date herein set forth by **JOHN A. DOE** as Trustor and Co-Trustee to certify which witness my hand and seal of office.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF ANYCOUNTY

This instrument was acknowledged before me on the date herein set forth by **JANE B. DOE** as Trustor and Co-Trustee to certify which witness my hand and seal of office.

\_\_\_\_\_  
Notary Public, State of Texas

**AMENDMENT TO REVOCABLE LIVING TRUST AGREEMENT**

TO: \_\_\_\_\_, AS TRUSTEE(S) UNDER

**THE JOHN A. DOE AND JANE B. DOE  
REVOCABLE LIVING TRUST AGREEMENT**

DATED \_\_\_\_\_,

PURSUANT TO THE RIGHT RESERVED TO ME/US, AS TRUSTORS UNDER ARTICLE ONE OF THE ABOVE AGREEMENT, I/WE AMEND THE JOHN A. DOE AND JANE B. DOE REVOCABLE LIVING TRUST AGREEMENT AS FOLLOWS:

I/WE AMEND SECTION \_\_\_\_\_ PARAGRAPH \_\_\_\_\_ OF ARTICLE \_\_\_\_\_ OF THE TRUST AGREEMENT AND SUBSTITUTE THEREFOR THE FOLLOWING:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATED this \_\_\_ day of \_\_\_\_\_, 20\_\_.

TRUSTOR \_\_\_\_\_

TRUSTEE \_\_\_\_\_

TRUSTOR \_\_\_\_\_

TRUSTEE \_\_\_\_\_

WITNESS \_\_\_\_\_

WITNESS \_\_\_\_\_

(Printed Name of Witness)

(Printed Name of Witness)

GIVEN UNDER MY HAND AND SEAL of office on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State of Texas



**AMENDMENT TO REVOCABLE LIVING TRUST AGREEMENT**

TO: \_\_\_\_\_, AS TRUSTEE(S) UNDER

**THE JOHN A. DOE AND JANE B. DOE  
REVOCABLE LIVING TRUST AGREEMENT**

DATED \_\_\_\_\_, \_\_\_\_\_

PURSUANT TO THE RIGHT RESERVED TO ME/US, AS TRUSTORS UNDER ARTICLE ONE OF THE ABOVE AGREEMENT, I/WE AMEND THE JOHN A. DOE AND JANE B. DOE REVOCABLE LIVING TRUST AGREEMENT AS FOLLOWS:

I/WE AMEND SECTION \_\_\_\_\_ PARAGRAPH \_\_\_\_\_ OF ARTICLE \_\_\_\_\_ OF THE TRUST AGREEMENT AND SUBSTITUTE THEREFOR THE FOLLOWING:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

TRUSTOR \_\_\_\_\_

TRUSTEE \_\_\_\_\_

TRUSTOR \_\_\_\_\_

TRUSTEE \_\_\_\_\_

WITNESS \_\_\_\_\_

WITNESS \_\_\_\_\_

(Printed Name of Witness) \_\_\_\_\_

(Printed Name of Witness) \_\_\_\_\_

GIVEN UNDER MY HAND AND SEAL of office on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Notary Public, State Of Texas

**AMENDMENT TO REVOCABLE LIVING TRUST AGREEMENT**

TO: \_\_\_\_\_, AS TRUSTEE(S) UNDER

**THE JOHN A. DOE AND JANE B. DOE  
REVOCABLE LIVING TRUST AGREEMENT**

DATED \_\_\_\_\_

PURSUANT TO THE RIGHT RESERVED TO ME/US, AS TRUSTORS UNDER ARTICLE ONE OF THE ABOVE AGREEMENT, I/WE AMEND THE JOHN A. DOE AND JANE B. DOE REVOCABLE LIVING TRUST AGREEMENT AS FOLLOWS:

I/WE AMEND SECTION \_\_\_\_\_ PARAGRAPH \_\_\_\_\_ OF ARTICLE \_\_\_\_\_ OF THE TRUST AGREEMENT AND SUBSTITUTE THEREFOR THE FOLLOWING:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATED this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
TRUSTOR

\_\_\_\_\_  
TRUSTEE

\_\_\_\_\_  
TRUSTOR

\_\_\_\_\_  
TRUSTEE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
(Printed Name of Witness)

\_\_\_\_\_  
(Printed Name of Witness)

GIVEN UNDER MY HAND AND SEAL of office on this the \_\_\_ day of \_\_\_\_\_  
20\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

**SAMPLE ONLY**

**"EXHIBIT A"**

**ADDITIONAL SPECIAL DIRECTIVES OF JOHN DOE AND JANE DOE,  
TRUSTORS AND TRUSTEES OF  
THE JOHN DOE AND JANE DOE REVOCABLE LIVING TRUST**

I direct that JAMES DOE get my railroad pocket watch.

I direct that JANE DOE get the money in the FIRST NATIONAL BANK of Altuna, Texas, Account # 111-11-111.

I direct that JAMES DOE AND JANE DOE each receive a 1/2 ownership in the house at 23 Lexington Avenue, Altuna, Texas.

I direct that my railroad stock be divided equally among the children of JAMES DOE.

I direct that my telephone stock be divided equally among the children of JANE DOE.

I direct that each of my grandchildren receive \$5,000 from my trust estate. It is my intent that this money be used for their college education.

I direct that my car go to my granddaughter, MELISSA DOE, and my truck go to my grandson, JAMES DOE, JR.

**"EXHIBIT A"**

**ADDITIONAL SPECIAL DIRECTIVES OF  
JOHN DOE AND JANE DOE**

"EXHIBIT A"

**ADDITIONAL SPECIAL DIRECTIVES OF  
JOHN A. DOE AND JANE B. DOE,  
TRUSTORS AND TRUSTEES OF  
THE JOHN A. DOE AND JANE B. DOE REVOCABLE LIVING TRUST**

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

DATED this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
TRUSTOR

\_\_\_\_\_  
TRUSTEE

\_\_\_\_\_  
TRUSTOR

\_\_\_\_\_  
TRUSTEE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS

(Printed Name of Witness)

(Printed Name of Witness)

GIVEN UNDER MY HAND AND SEAL of office on this the \_\_\_ day of  
\_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas